



**GREENHOUSE GAS EMISSIONS INVENTORY  
REQUEST FOR PROPOSALS (RFP)**

**Project Title: Greenhouse Gas Emissions Inventory**

**Proposals Due: 4:00 p.m. May 25, 2018**

The City of Bainbridge Island is requesting proposals from qualified consultants to develop a baseline greenhouse gas emissions inventory for City and community emissions.

Proposals should include:

- A general statement of the Consultant's understanding of the scope of services;
- The project team, including proposed subconsultants;
- The project team's experience in greenhouse gas inventories and related tasks;
- The experience of the proposed project manager and individuals who will be working on the project;
- A proposed task list and level of effort for each task;
- A schedule for completing the project;
- A description of the Consultant's approach to managing and completing the project; and
- A description of the Consultant's approach to communicating with the client.

**Submission Instructions:**

- The City will only accept proposals in electronic format. Submit the proposal to: [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov)
- Proposals must be presented as a single, combined file that contains all proposal materials and any supporting documents. The use of a pdf format is encouraged.
- Proposals are due **no later than 4:00 pm, Friday, May 25, 2018**. Late proposals will not be accepted. Applicants are solely responsible for ensuring that proposals are submitted and received on time. Applicants will receive an email acknowledging the City's receipt of their proposal.
- Questions related to this RFP should be submitted via email to: [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov)

Any firm failing to submit information in accordance with the procedures set forth in the Request for Proposals may not be considered responsive and may therefore be subject to disqualification by the City.

# GREENHOUSE GAS EMISSIONS INVENTORY REQUEST FOR PROPOSALS

## 1. INTRODUCTION

- A. Through the City Manager's Office, the City is seeking a consultant or team of consultants ("Consultant") to conduct a GHG inventory. This Request for Proposals ("RFP") outlines the information necessary to understand the Consultant selection process and the required documentation a Consultant must submit. After reviewing this RFP, any Consultant that determines it has the necessary expertise and experience and could successfully perform the required services may submit its Submittal, addressing the items set forth herein. A general overview of the selection process is as follows:
1. Submittals shall be emailed to the City no later than **4:00 p.m. on May 25, 2018**, after which time they will be reviewed and evaluated. The Submittal shall be emailed to: [cityadmin@bainbridgewa.gov](mailto:cityadmin@bainbridgewa.gov)
  2. The City may, at its option, contact a Consultant and ask clarifying questions concerning the Consultant's Submittal.
  3. At the City's option, the City may conduct interviews with Consultants qualifying as finalists.
- B. The purpose of this RFP is to obtain a qualified Consultant to provide professional services to develop a baseline greenhouse gas emissions inventory for City and community emissions. A preliminary scope of services is provided as follows.

## 2. PROJECT BACKGROUND

### 2.1 Scope of Services

The City of Bainbridge Island is seeking technical assistance in developing a baseline greenhouse gas emissions inventory for City and community emissions.

### 2.2 Background

The Bainbridge Island City Council has set the ambitious goal to reduce greenhouse gas emissions on Bainbridge Island through compliance with federal, state, and regional policies while developing local strategies to reduce emissions further. As a first step in developing a climate change plan to meet this goal, the City is seeking to establish a baseline of greenhouse gas (GHG) emissions and obtain the capability to track GHG emissions on Bainbridge Island on an ongoing basis. The GHG inventory will cover emissions from City municipal operations as well as emissions in the community, including the residential and commercial sectors. The GHG inventory analysis will also provide a baseline of energy usage in the City and community and future energy usage and GHG emissions projections. As an early input to the City's climate change planning process, the GHG inventory will be critical in helping the City and stakeholders on Bainbridge Island develop a roadmap for climate change action. The GHG inventory is expected to be the first phase in a multi-phase long-term climate change planning effort.

The Bainbridge Island community has a longstanding and passionate interest in reducing GHG emissions, as demonstrated by the many City and community groups that focus on addressing climate change. Bainbridge Island was designated as the Green Power Community of the year by the U.S. Environmental Protection Agency in 2017. The City's newly formed Climate Change Advisory Committee, which is composed of scientists and other subject matter experts, will provide guidance on the GHG inventory. The City Manager's Office will provide guidance on municipal operations and facilitate access to City-owned data.

## **2.3 Scope of Work**

Through the City Manager's Office, the City is seeking a consultant or team of consultants ("Consultant") to conduct a GHG inventory. The GHG inventory project will consist principally of six main tasks; Consultant and City responsibilities for these tasks are described below. In their proposals, Consultants are encouraged to provide a detailed technical and project management approach that incorporates and expands on these tasks.

### **A. Define methodology**

The GHG inventory shall be developed in accordance with the ICLEI U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions ("Community Protocol"). The City seeks a GHG inventory that is transparent, replicable year-over-year, and allows for future benchmarking to regional and other municipal inventories. Components of the GHG inventory that will be defined include, but are not limited, to:

- Selection of the base year;
- Confirmation of data sources, calculation methods, emissions factors, context data, and analytical tools; and
- Confirmation of categories for GHG tracking and reporting, including emission sources and activities that will be included and excluded. GHG emissions should be reported for major sectors (e.g., residential, commercial, industrial, transportation, waste).

In consultation with the City, the Consultant will recommend a process for selecting which GHG emissions sources and activities to include in the GHG inventory beyond the five "Basic Emissions Generating Activities" prescribed by the Community Protocol. Additional components should include municipal operations, analyzed by major end use (e.g., school facilities, fleet), and may include:

- Emissions from community ferry and air travel;
- Community-wide consumption-based emissions (including upstream GHG emissions associated with consumption of household goods, food, and services);
- Net emissions and/or sequestration from agriculture, forestry, and other land use activities. This shall include an island-wide carbon inventory of existing forested lands (public and private) and accompanying estimates of the aggregated CO<sub>2</sub> sequestration rate.

The Consultant should propose options (e.g., identify possible methods and data sources) for including these components in the inventory, along with estimated time and cost associated with such options.

The City anticipates receiving recommendations regarding which non-CO<sub>2</sub> GHGs, from which sources, should be included in the GHG inventory (e.g., methane, N<sub>2</sub>O emissions, or any industrial gas emissions).

### **B. Data collection**

The Consultant will collect data necessary for developing the GHG inventory. The City will review the Consultant's data needs and provide assistance in locating data owned by the City. The Consultant will lead collection of data from utilities and other entities; the City will assist where possible. The Consultant will identify and review any energy and/or GHG analysis conducted by entities that have a footprint in Bainbridge Island. The City is open to considering the Consultant's use of innovative data collection approaches for community sectors, such as crowdsourcing or surveys, including for consumption-based emissions estimates.

### **C. Data analysis**

Based on the agreed upon methodology, the Consultant will calculate baseline energy usage and emissions for municipal operations and the community. Analysis must be done using non-proprietary methods and all assumptions, calculations, data sources, and key contacts must be made available to the City. At a minimum, the analysis will calculate emissions in each municipal operations and community category as well as combined emissions.

### **D. GHG emissions report**

In consultation with the City, Consultant will recommend frameworks for presenting and reporting GHG emissions data in accordance with the Community Protocol. The Consultant will prepare a report that textually and graphically presents the GHG inventory and identifies emissions over which the City may have significant influence as well as additional community-wide emissions. When possible, the City will provide content, such as photographs and quotations. The report will identify top-priority sources of GHG emissions for which reduction strategies could be developed in later phases of Bainbridge Island's climate change planning process.

### **E. Training and tracking hand-off**

In addition to providing base year GHG emissions, this effort is intended to supply the City with the means to update the GHG inventory on an ongoing basis. The Consultant will provide the City with the information and materials necessary to replicate the GHG emissions calculations used for the base year GHG inventory, track progress, and generate reports. The Consultant will provide the City with an electronic version of the base year analysis. The Consultant will hold training sessions (no less than two) for City staff to learn how to update the inventory.

### **F. Project management**

The City Manager's Office will oversee the work of the Consultant. The City's Climate Change Advisory Committee will serve in an advisory capacity, as its members are charged with providing advice and/or recommendations to the city council or city staff, as appropriate, related to the City's GHG emission reduction targets. During the project, the Consultant will be available for approximately three meetings to provide project status updates to and answer technical questions from the City's Climate Change Advisory Committee and the City Council.

## **2.4 Specifications and Requirements**

### **A. Consultant Capabilities**

The City is seeking a Consultant who has experience conducting similar GHG analyses for other municipalities. Consideration will be given to the Consultant's ability to demonstrate knowledge transfer to municipal clients in terms of their success in updating initial GHG inventories. The City is seeking to capitalize on the Bainbridge Island community's great interest in climate by engaging stakeholders with a thoughtful, creative, and understandable GHG emissions report. The Consultant should be capable of producing both sound analysis and high-quality reporting materials.

The scope of services for this RFP does not include the development of GHG reduction strategies, as this will be a principal activity in the upcoming climate change planning process; however, Consultants with experience in GHG mitigation strategy are encouraged to demonstrate in their proposals how their approach to the baseline inventory and projections may provide advantages in future phases of the climate change planning process.

## **B. Existing Data**

The City will provide the Consultant with reports and data, including the following:

- List of municipally-owned vehicles and vehicle fuel consumption, FY16-present;
- Location and capacity of renewable energy systems located on City property (PV and solar thermal);
- Year and square footage for municipal buildings;
- Current land use and zoning data, as well as projected/planned development in Navigate Bainbridge, the City's Comprehensive Plan; and
- Data on current open space and tree canopy.

## **3. PROCUREMENT PROCESS**

### **A. General Information**

1. Compliance with Legal Requirements.
  - a. The procurement of these consultant services will be in accordance with applicable City, federal, state, and local laws, regulations, and procedures. The City reserves the right to reject any and all Submittals received. Any Consultant failing to submit information in accordance with the procedures set forth herein may not be considered responsive and may therefore be subject to disqualification by the City.
  - b. In accordance with the provisions of this RFP, the City will evaluate the Submittals. The final selection, if any, will be that Consultant which, in the opinion of the City, best meets the requirements set forth in the RFP and is determined to be the most highly qualified for the services requested.
2. Clear and Concise Submittal. Consultants are discouraged from submitting lengthy Submittals. The City requests that Submittals be concise and clearly written containing only essential information.
3. Costs borne by Consultants. All costs incurred in the preparation of a Submittal and participation in this RFP and negotiation process shall be borne by the proposing firms.
4. Public Disclosure. Once in the City's possession, Submittals shall become property of the City and considered public records under applicable Washington State laws. All documentation that is provided to the City may be subject to disclosure in accordance with Washington State public disclosure laws.

### **B. Schedule**

1. Anticipated Schedule. The selection process is anticipated to proceed as outlined below and is subject to change:  
  
**May 25, 2018 Submittals Due (4:00 p.m.)**  
**June 4, 2018 (week of) Select Finalists**  
**June 11, 2018 (week of) Finalist Interviews, if necessary**  
**July, 2018 City Council approval of selected consultant**
2. Notification. The City will notify appropriate firms of changes in the RFP and Notice of Selection.

3. Addenda. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms still under consideration at the time the addendum is issued. If any firm has reason to doubt whether the City is aware of the firm's interest, it is the responsibility of the firm to notify the City to be sure that addenda are received.

### C. Negotiations

1. At the completion of the selection process, the selected Consultant will enter into contract negotiations with the City. Negotiation of a contract will be in conformance with applicable federal, state, and local laws, regulations, and procedures. The negotiated cost and pricing data, once agreed to by the City and the Consultant, shall form the basis for a billing/payment provision.
2. At the beginning of negotiations, the selected Consultant and City shall meet to establish a Negotiation Schedule. Negotiations shall begin with the Scope of Work (SOW) identified in the Qualifications Statement and the Work Plan Level of Effort (LOE) submitted by the selected Consultant. A Project Schedule shall accompany all revisions to the SOW and LOE. The SOW, LOE, and Project Schedule should be interrelated and identify tasks and subtasks by the same numbers.
3. If the City and selected Consultant cannot come to terms on LOE and SOW after three (3) revisions to the SOW and LOE, the City may discontinue negotiations and go to next highest ranked Consultant. Failure to reach agreement after three (3) revisions demonstrates an inability to reach agreement within a reasonable timeframe.

### D. Cost and Pricing Data

1. The selected Consultant shall provide the following information within **five (5) business days** after Notice of Selection has been received. Failure to provide such information in a timely manner may result in the City determining to discontinue negotiations with the selected Consultant and start negotiations with the next highest ranked Consultant.

a. **Direct Salaries.** Selected Consultant and its subconsultants shall submit the following information:

- (1) List of employees, in alphabetical order (last name first), with job classification, rate of pay, and salary review date.

b. **Overhead Rates.** Selected Consultant and its subconsultants shall provide the following information:

- (1) Provide current audited overhead schedule, audit report, and cost detail by general ledger account.
- (2) Provide a listing of all personnel who will perform work on this Project whose salaries, in full or in part, are included in overhead for the current and previous year. For each person, identify his or her title, classification, position in company, and salary rate.

c. **Billing Rates.** Submit only for certain qualifying small firms.

- (1) Small firms that do not have an accounting system in place that identifies direct and indirect costs separately, generally use billing rates. Fully burdened billing rates, which include labor, overhead costs, and profit are allowed on a case-by-case basis for those firms that typically use this method for billing purposes.

d. **Other Direct Cost(s).** Selected Consultant and its subconsultants shall provide the following information:

- (1) Identify all Other Direct Cost(s) (ODC) for this project and the rationale used as a basis for this cost.
- (2) For each ODC, provide the unit prices and/or rates with supporting rationale, historical data, and estimating methodology used to validate these rates.
- (3) Failure to identify ODC results in a presumption that there are no ODC.

e. **Profit.** Selected Consultant and its subconsultants shall provide the following:

- (1) Proposed profit; and
- (2) Rationale and justification for the proposed profit rate.

f. **Markup on Subconsultant Costs and ODC.** Selected consultant and its subconsultants shall provide the following:

- (1) Proposed markup on subconsultant costs and ODC; and
- (2) Rationale and justification for the proposed markups.

#### **4. INSURANCE REQUIREMENTS**

Prior to execution of the Agreement, the selected Consultant shall file with the City certificates of insurance and endorsements from their insurer(s) certifying to the coverage of all insurance required in accordance with the City's standard agreement.

#### **5. EVALUATION AND SELECTION CRITERIA**

##### **5.1 Consultant Selection Panel**

All Submittals will be evaluated by a Consultant Selection Panel ("Panel"), which will be responsible for ranking of the Submittals. The criteria outlined below will be used in evaluating the Submittals and determining the most qualified Consultant. Evaluation criteria include:

- Qualifications of the Consultant;
- Relevant past project experience of the Consultant;
- Resumes of key individuals;
- Familiarity with regional and local conditions, as evidenced in previous projects; and
- Past history with the City.

##### **5.2 Interviews**

The City may determine that an interview with one or more Consultants may be necessary. The number of Consultants to participate in interviews, if any, will be determined by the City based on the recommendation of the evaluation. The City may choose to use different criteria for the interview, in which case the finalists will be so notified in writing. The interview process may or may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview.

#### **6. DOCUMENTATION**

Each Submittal shall comply with the following requirements:

A. Each Consultant shall submit **one (1)** electronic version of the Submittal.

B. Submittals shall be 25 pages or less, including any resumes and cover letter.

C. The Submittal shall consist of the following parts:

1. **Letter of Interest.** The Letter of Interest shall contain the following information:

- RFP Title;
- Consultant's name, mailing address, contact person, telephone and fax numbers; and
- Complete list of proposed subconsultants.

2. **Qualifications Statement.** The submittal shall include:

- A general statement of the Consultant's understanding of the scope of services;
- The project team, including proposed subconsultants;
- The project team's experience in greenhouse gas inventories and related tasks;
- The experience of the proposed project manager and individuals who will be working on the project;
- A proposed task list and level of effort for each task;
- A schedule for completing the project;
- A description of the Consultant's approach to managing and completing the project; and
- A description of the Consultant's approach to communicating with the client.

D. The submittal shall be presented in a clear, comprehensive and concise manner and shall be submitted in a complete package by the Consultant.



## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** (“Agreement”) is entered into between the City of Bainbridge Island, a Washington State municipal corporation (“City”), and [Name of Consultant], [a Washington State corporation] (“Consultant”).

**WHEREAS**, the City needs professional services in connection with developing a baseline greenhouse gas emissions inventory for City and community emissions; and

**WHEREAS**, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

### 1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

### 2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until [Month and Day, 20\_\_], unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days’ written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

### 3. PAYMENT

A. The City shall pay the Consultant for such services: (check one)

[ ☐ ] Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of [write out the total payment for services] (\$\_\_\_\_\_);

[ ☐ ] Fixed Sum: a total amount of \$\_\_\_\_\_;

[ ☐ ] Other: \$\_\_\_\_\_, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

D. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

#### **4. INSPECTION AND AUDIT**

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### **5. INDEPENDENT CONTRACTOR**

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

D. The Consultant shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

#### **6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

## **7. OWNERSHIP OF WORK PRODUCT**

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

## **8. GENERAL ADMINISTRATION AND MANAGEMENT**

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

## **9. HOLD HARMLESS AND INDEMNIFICATION**

A. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

C. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

## **10. INSURANCE**

The Consultant shall maintain insurance as follows:

- ☒ Commercial General Liability as described in **Attachment B**.
- ☒ Professional Liability as described in **Attachment B**.
- ☒ Automobile Liability as described in **Attachment B**.
- ☒ Workers' Compensation as described in **Attachment B**.
- ☐ None.

## **11. SUBLETTING OR ASSIGNING CONTRACT**

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

## **12. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

## **13. SEVERABILITY**

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

## **14. FAIR MEANING**

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

## **15. NONWAIVER**

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more

instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

## **16. NOTICES**

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:                      City of Bainbridge Island  
   280 Madison Avenue North  
   Bainbridge Island, WA 98110  
   Attention: City Manager

To the Consultant:              [Business name/address/contact person]

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

## **17. SURVIVAL**

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

## **18. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

## **19. VENUE**

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

## **20. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the later of the signature dates included below.

[Business Name]

CITY OF BAINBRIDGE ISLAND

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name \_\_\_\_\_

Douglas Schulze, City Manager

Title \_\_\_\_\_

Tax I.D. # \_\_\_\_\_

City Bus. Lic. # \_\_\_\_\_

**ATTACHMENT A**  
**SCOPE OF SERVICES**

## **ATTACHMENT B INSURANCE REQUIREMENTS**

### **A. Insurance Term**

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

### **B. No Limitation**

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### **C. Minimum Scope of Insurance**

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

### **D. Minimum Amounts of Insurance**

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit, as applicable.



**E. Other Insurance Provision**

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

**F. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**G. Verification of Coverage**

Before commencing work and services, the Consultant shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

**H. Notice of Cancellation**

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

**I. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**J. City Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.